

5. That he will keep the improvements now existing or hereafter erected on the premises insured as may be reasonably required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (½) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee, in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case.

7. That the holder of the note may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the holder of the note; that, at the option of the holder of the note, the whole or any part of the proceeds of such awards may be applied to the payment of principal and interest secured thereby, whether then due or not, in such order and amounts as the holder of the note may determine, or be used to discharge in whole or in part any one or more of the covenants, or agreements of this Deed of Trust or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the holder of the note in such order that the holder of the note may determine.

8. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

9. That the "BENEFICIARY" shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

10. The party of the first part herein agrees that the time of the request for each release of this Deed of Trust, an Attorney's fee for preparation of the same, together with cost of recording and Notary charges is hereby authorized.

11. Notwithstanding the fact that the powers, duties and trusts are hereby created and reposed in two trustees, said powers may be exercised by them individually or by acting together.

12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BY THE EXECUTION OF THIS INSTRUMENT, THE PARTY OF THE FIRST PART CERTIFIES THAT PRIOR THERETO HE HAS RECEIVED BOTH A FULLY EXECUTED AGREEMENT AS TO THE CONTRACTUAL RATE OF INTEREST, AND A LOAN DISCLOSURE STATEMENT IN CONNECTION WITH THIS LOAN, BOTH AS REQUIRED BY ARTICLE 49 OF THE ANNOTATED CODE OF MARYLAND.

WITNESS the hand and seal of the party of the first part.

~~WITNESS~~

~~WITNESS~~

WITNESS:

SURBURBAN MARYLAND DEVELOPMENT CORP., a Maryland Corporation

BY: Matthew M. Witenstein SEAL

Matthew M. Witenstein, President

~~SEAL~~

~~SEAL~~

~~SEAL~~